

# EXHIBIT A

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK**

-----X  
TAYLOR RAE HINE,  
*on her own behalf and on behalf of others similarly  
situated,*  
*Plaintiff,*

-against-

INSOMNIA COOKIES, KRISPY KREME INC,  
f/d/b/a Krispy Kreme Doughnut of New York  
d/b/a Krispy Kreme, and SETH BERKOWITZ,

*Defendants.*  
-----X

Civ. No.: 6:22-cv-06075 (DGL)

**DEFENDANT INSOMNIA COOKIES, LLC’S OFFER OF JUDGMENT  
TO PLAINTIFF TAYLOR RAE HINE (“OFFER”)**

Defendant Insomnia Cookies, LLC (incorrectly named as Insomnia Cookies) (hereafter “Insomnia”), offers, on behalf of itself and all other Defendants named in the above-captioned action, to allow judgment to be taken by Plaintiff Taylor Rae Hine (“you”) against it in this matter in the gross amount of Twelve Thousand Dollars and Zero Cents (\$12,000.00), inclusive of all of your claims for relief, damages, and expenses (other than attorneys’ fees as addressed below), and in full and final settlement of all of your claims against the Defendants arising out, alleged in, or related to, the facts and transactions alleged in the above-captioned action. If this Offer is accepted, in making payment, Insomnia will issue a Form W-2 for one-half of the Offer amount and a Form 1099 for the remainder based on a Form W-9 to be provided by you.

Defendants shall also separately pay reasonable attorneys’ fees and costs, the amount of which shall be determined by the Court unless the parties otherwise agree on a fee award after acceptance of this Offer, to be submitted to the Court for its review and approval.

This offer of judgment is made for the purposes specified in Fed R. Civ. P. 68, and is not to be construed either as an admission that Defendants are liable in this action to you individually, or to any other putative member of any collective or class, or that you have suffered any damage.

Acceptance of the Offer shall effect a dismissal with prejudice of your individual claims as set forth in the Complaint in their entirety against all Defendants (including their successors or assigns and any past and present employees, representatives and agents of Defendants), as well as a release of any additional wage claims arising out of your employment or alleged employment, including but not limited to, any claims for unpaid wages, overtime, interest, and penalties. It shall effect dismissal without prejudice as to the claims of any putative class or collective action member identified in the Complaint. Any Judgment entered pursuant to this Offer shall have no preclusive effect as to issues or claims asserted by any other individual against any Defendant or otherwise. Acceptance of this Offer shall effect a dismissal with prejudice of your claims with respect to any alleged acts occurring before the effective date of this Offer.

Judgment entered on this Offer shall not provide any grounds, directly or indirectly, for any order, ruling, judgment or award to you or any other individual against Defendants of any amount, benefit, or relief, including, but not limited to, any injunctive or equitable relief, not expressly offered herein. Acceptance of this Offer will operate to waive your rights to any claim for interest on the amount of the Judgment.

This Offer is made pursuant to the provisions of Fed. R. Civ. P. 68, and shall be deemed withdrawn unless you serve written notice of your acceptance within fourteen (14) days of the date on which this Offer was served. This Offer if not accepted within the specified time period for acceptance will be deemed withdrawn. Any evidence of this Offer shall be inadmissible except in any proceeding to recover costs or attorneys' fees in this action.

Dated: New York, New York  
June 17, 2022

Respectfully submitted,

JACKSON LEWIS P.C.  
*ATTORNEYS FOR DEFENDANTS*  
666 Third Avenue, 29th Floor  
New York, NY 10017  
Phone: (212) 545-4000

By: S/Noel P. Tripp  
NOEL P. TRIPP, ESQ.  
DOUGLAS J. KLEIN, ESQ.